June 1991 through February 1993, I worked for Rochester Telephone Corporation, a local exchange carrier, beginning as a Network Planning Analyst, responsible for financial and technical analysis of new services and upgrades to its local exchange network. In February 1992, I was promoted to Senior Regulatory Analyst, responsible for developing state tariff filings and general regulatory support for dedicated and switched services. From February 1993 through August 1994, I worked for Teleport Communications Group, Inc., a competitive access provider, as Manager of Regulatory Affairs. I was responsible for developing and implementing regulatory policies on both state and federal levels, developing and filing all Company tariffs, ensuring regulatory compliance with state and federal rules, and providing support for business, marketing, and network plans. I joined MFS Communications Company, Inc. in August 1994 as Director of Regulatory Affairs for the Eastern Region. Following the merger of MFS Communications Company, Inc. into WorldCom, Inc., I was promoted to Assistant Vice President for Industry Relations.

WorldCom's Interest in This Proceeding

3. WorldCom, Inc. and certain of its operating subsidiaries (hereafter collectively called "WorldCom") are certified to provide local exchange service in the following states where BellSouth Telecommunications Corporation ("BellSouth") is the predominant incumbent LEC: Florida, Georgia, Mississippi, North Carolina and Tennessee. WorldCom is presently providing local exchange service in Florida and Georgia. WorldCom's interest in BellSouth's application for in-region, interLATA authority in South Carolina is twofold. First, BellSouth seeks to support its application by arguing that it has fulfilled its obligations under the competitive checklist in other states in its region. However, as more fully described in this declaration,

WorldCom's experience with BellSouth in other states has been that BellSouth is interposing significant obstacles to competitive carriers and is not fulfilling its obligations under the competitive checklist. If the FCC were to approve BellSouth's application in South Carolina based on its performance in other states, I believe that there is very little chance that BellSouth would improve its performance in other states and act in a manner that provides WorldCom and other competitive carriers a meaningful opportunity to compete in the local exchange market.

4. The second basis for WorldCom's interest in this proceeding is that WorldCom plans to become a nationwide carrier, and as such has an interest in seeing that there are no states in which the local exchange market remains an uncompetitive enclave.

WorldCom's Experience with BellSouth: Non-Availability of Mechanized Order Generation

5. WorldCom currently orders unbundled loops through an Access Service Request ("ASR"), which is transmitted electronically to BellSouth. The ASR process is the standard means through which interexchange carrier trunking is ordered from local exchange carriers. It was not designed to be used as a means to order unbundled network elements. It is my understanding that to order unbundled loops, WorldCom personnel must enter the order into the "comment" field of the ASR interface. Once received by BellSouth, BellSouth personnel must then read the comment field and manually enter WorldCom's order into the appropriate BellSouth system. BellSouth states that mechanized order generation, without manual intervention, became available for the main UNEs (loop, port, INP, loop+INP) on October 6, 1997. However, we have not been able to confirm that that in fact has happened, or what the impact has been on the processing of orders.

6. This arrangement is deficient. WorldCom's ability to order unbundled loops is not equivalent to BellSouth's ability to complete the same orders. BellSouth's orders are not subject to the two-part process I have described. To the extent that BellSouth personnel must read WorldCom's order and manually enter that order into BellSouth's system, a step BellSouth personnel need not perform for BellSouth's orders, BellSouth injects an additional opportunity for human error. WorldCom can only have parity to unbundled loop ordering when its access is equivalent to BellSouth's. BellSouth has not yet offered equivalent access.

7. WorldCom currently must place orders for interim number portability, 911 service and directory listing not electronically through the use of an interface, but manually by use of a fax machine. In practice, this means that when WorldCom gains the business of a former BellSouth customer and that customer wishes to retain its telephone number, WorldCom must submit two separate orders to BellSouth. First, WorldCom must order the unbundled loop through the ASR process. Second, WorldCom separately must fax orders for interim number portability, 911 service and directory listing.

8. On September 17, 1997, WorldCom personnel were notified that BellSouth changed the CFA format for ASR ordering from a t0 (tee zero) tie configuration (which is a BellCore standard) to a cable and pair assignment. The difficulty is that BellSouth's TIRKS system, that is used for ordering and provisioning LEC circuits, does not accept a mechanized feed (electronic ASR) with the cable and pair format in the CFA field (although it had accepted the t0 tie configuration). As a result of BellSouth's change of the CFA format, the BellSouth account team has told us that our provisioners must now manually enter the CFA information in the "Remarks" section of the ASR specifically for new IDLC central office installations. This is a non-standard practice that must now be used for new central offices, although the old system is

still used for other central offices, requiring the provisioning team to use two different systems within the same region. Utilizing the manual entry procedure increases the opportunity for error, particularly since the CFA requires an entry of 11 characters for each unbundled loop. In addition, the "Remarks" field is a limited space field -- only 3 lines of remarks may be transmitted. On a large unbundled loop order (21+ loops) there would not be room and multiple ASR's would be required, further increasing the problems of coordination and the likelihood of error. We have repeatedly requested information from BellSouth on when this problem will be fixed but have received no response.

9. Again, this CLEC ordering process does not offer WorldCom equivalent access because BellSouth's own ability to turn up a customer does not require simultaneous completion of two orders. To serve new customers, WorldCom's unbundled loop orders and orders for number portability, 911 service and directory listing must be fulfilled virtually simultaneously. WorldCom's unbundled loop order through the ASR process is useless until BellSouth begins porting the customer's number through interim number portability. And the customer should not have to wait for 911 service or directory listing. BellSouth's two step process that WorldCom must use for new customers -- which includes a manual order fulfillment component -- does not satisfy BellSouth's obligations under the 1996 Act because it cannot ensure that WorldCom's orders can be filled equivalent to BellSouth's orders.

10. There are several significant limitations to the LENS system which make it virtually useless for typical WorldCom business customers.

11. First, LENS is available for customers with a multi-line hunt group associated with their existing BellSouth service only if the customer is converted "as is." Our experience is that most business customers switching to WorldCom want added features or services as part of

their change of provider. If a customer with a multi-line hunt group wants added features or services in connection with moving its account to WorldCom, LENS is not currently available. Through use of a multi-line hunt group, business customers' incoming calls automatically can be routed to an available terminal if others are busy. A significant number of businesses use multi-line hunt groups as a means of routing incoming calls to various employees within their companies.

12. Second, LENS is not available for moves, adds or changes to the service provided to existing WorldCom customers.

13. Third, LENS only accepts orders of up to six lines at a time. The majority of its local service orders in states where WorldCom has begun to provide local service involve ten to twelve lines each. For WorldCom to place an order for a line customer requiring over six lines, at least two separate orders would actually need to be placed. These orders may be separated by BellSouth in processing, and may not be fulfilled in a coordinated fashion. BellSouth does not need to break its orders down in this manner, and can fill large orders at one time.

14. In addition, LENS is a non-standard interface. This is problematic for WorldCom. While BellSouth only needs a single OSS interface in its own business territory, WorldCom affiliates connect with all of the Regional Bell Operating Companies ("RBOCs") nationwide. BellSouth's use of a different OSS interface than other RBOCs makes it that much harder for WorldCom to compete nationwide and requires WorldCom to devote additional resources to supporting a non-standard interface.

BellSouth Refusal to Pay Reciprocal Compensation

15. By letters of August 12 and September 11, 1997, BellSouth informed WorldCom that it would no longer pay reciprocal compensation for local exchange traffic that was originated

by BellSouth's end users and terminated with WorldCom's end users, where the WorldCom end user is an enhanced service provider, including information service providers ("ISPs"). (A copy of the August 12 letter is attached as Exhibit A.) BellSouth has reiterated that position in its application for Section 271 authority. BellSouth's position has severe anticompetitive implications. Any carrier terminating calls to an ISP incurs costs in terminating such calls (which are the same costs incurred in terminating calls to any other end user). Since BellSouth controls most of the originating traffic within its territory, its newly announced position would force WorldCom and other new entrants to terminate these calls without compensation. The inevitable result would be that no CLEC would be willing to furnish service to an ISP, since providing that service would result in uncompensated termination costs. This would leave BellSouth with a de facto monopoly over ISP end users.

16. Further aggravating this anticompetitive effect, BellSouth is now offering its own Internet access service to consumers. By gaining monopoly power over local exchange service to ISPs and increasing their costs for network access, BellSouth will be in a position to drive competing ISPs out of the local market, thereby leaving BellSouth with a de facto monopoly over access to the Internet as well.

17. MFS Intelenet of Georgia, Inc., WorldCom's operating subsidiary in Georgia ("MFS/WorldCom"), has filed a complaint with the Georgia Public Service Commission, No. 8196-U, filed October 10, 1997, charging that BellSouth has violated the terms of its interconnection agreement. The agreement requires payment of reciprocal compensation for transport and termination of local traffic "billable by BellSouth or MFS which a Telephone Exchange Customer originates on BellSouth's or MFS' network for termination on the other Party's network." There is no exclusion based upon the identity or the characteristics of the

Telephone Exchange Service end user receiving the call.

WorldCom's Experience with BellSouth: Other Problems

18. In WorldCom's experience, BellSouth coordinated cutovers are anything but. The interconnection agreement between MFS/WorldCom and BellSouth provides that cutovers are to be completed in approximately 5-15 minutes per line. BellSouth has not been observing this standard. Customers of MFS/WorldCom have been out of service an unacceptably long period of time while BellSouth is to perform cutovers. While other RBOCs might be able to perform a cutover for a large business customer in one hour, BellSouth takes three-to-four hours. In addition, BellSouth limits the number of cutovers that it will perform and the hours in which it will perform them. With this BellSouth bottleneck, MFS/WorldCom will be hard pressed to convert customers in real time. BellSouth's performance does not comply with the interconnection agreement, and BellSouth cannot satisfy its Section 271 obligations with its current performance.

19. There have been instances in BellSouth's region where new WorldCom customers find that some BellSouth customers trying to call them get recorded messages indicating that the dialed number is not a valid number. That happens when the WorldCom NXXs are not loaded into each LEC end office within the LATA. This problem hurts WorldCom's reputation with its customers. In other regions, inadequate treatment of NXXs has also resulted in callers being told that a call to a WorldCom customer is long-distance rather than local (because the WorldCom NXX is not in the operator's data base), and in Internet Service Providers serviced by WorldCom receiving complaints from their customers that calls to the ISP have been billed at long-distance rates (although the ISP advertised that calls to it are local). BellSouth does testing to make

certain that this does not occur for its own customers. WorldCom has asked BellSouth to provide it written verification that it has done this testing for each new rate center established by WorldCom, to forestall the catastrophic effect on goodwill that this kind of incident generates. BellSouth has refused to provide such verification.

20. BellSouth's interconnection agreement with MFS/WorldCom provides that BellSouth will flow through to MFS/WorldCom those access charges associated with calls terminating on MFS/WorldCom's network through interim number portability. As a part of that agreement, BellSouth is to provide quarterly updates to MFS/WorldCom on the jurisdictional nature of ported calls (i.e. whether they are local or toll). Since MFS/WorldCom executed the agreement with BellSouth, we have spent months negotiating the appropriate means of flowing through this revenue, but have come to no resolution. BellSouth has told us that they will be unable to determine the percentage of local and toll calls which are ported until the end of 1997. MFS/WorldCom has suggested alternatives to approximate the number of local and toll calls in the meantime, but BellSouth has not responded whether it will provide an interim method. As a result, MFS/WorldCom has received no access charges for ported calls since late 1996, and until BellSouth agrees to an interim approach, MFS/WorldCom will continue to be unable to collect access revenues. BellSouth's failure to comply with the interconnection agreement reflects poorly on the other commitments it has made as to future compliance with checklist requirements.

21. As shown in BellSouth's letter dated May 8, 1997 (Exhibit B), callers were unable to reach at least eleven of our customers for the entire business day on May 6, 1997. BellSouth admitted that this was a result of BellSouth's improper routing of all of our customers' Remote Call Forwarded calls in one BellSouth central office switch.

22. Another recent example involves a customer which is served through BellSouth unbundled loops and which suffered repeated outages over a one-month period starting in late April of 1997. The trouble ticket reports reflected that the outages occurred at BellSouth's central office frame. Like most of the customers that we serve, this customer relies heavily on its phone service and is critically affected when such outages occur. This customer has become angry and is not likely to retain MFS/WorldCom dialtone service if it encounters additional outages. Thus, not only is MFS/WorldCom's reputation affected by problems with BellSouth unbundled network elements, which obviously makes it harder for MFS/WorldCom to attract new customers, but MFS/WorldCom is also very susceptible to losses of its existing customers. We do not know the cause of these problems (which we are routinely told stem from "frame trouble" or "jumpers were missing from line"), but suspect that the BellSouth cable-pair inventory system randomly assigns cable pairs that are already assigned to our unbundled loop customers. When this happens our customers' lines go dead and we have to call in a trouble ticket with BellSouth.

23. One problem WorldCom has encountered in Florida involves the pre-arranged dispatch of BellSouth technicians to customers' premises. Customers typically request that service conversions take place after business hours. In its efforts to accommodate such a customer request and win a new customer, WorldCom frequently schedules appointments with the BellSouth for which it must pay premium or overtime labor rates. When the BellSouth technician for any reason other than a customer-initiated change does not show up as originally scheduled, the whole point of the early scheduling procedure -- to ensure that WorldCom's

customer does not lose service during business hours -- is lost. Unfortunately, our experience has been that it is not an unusual occurrence for the scheduled conversion to be missed or delayed.

Deficiencies in BellSouth's OSS Performance Data

24. BellSouth presents data purporting to show that its performance in filling service orders received from competing carriers is at least as good as for service orders received internally. Specifically, the Affidavit of William N. Stacy dealing with Performance Measures ("Stacy Performance Aff't") presents comparative data on "issue to original due date intervals" ("service order intervals"), purporting to show that BellSouth's performance for internal and external orders is equivalent. Stacy Performance Aff't ¶¶ 52-54 and Exhs. WNS-10, WNS-10B, WNS-10C. However, the interval measured by this data only starts running, in BellSouth's words, from "the Issue Date (Date in which we have a good LSR and issue a service order in SOCS)." Stacy Performance Aff't Exh. WNS-10A. This data does not address the interval between WorldCom personnel placing an order, and issuance of the service order by BellSouth personnel. That is the interval in which the delays caused by manual processing take their biggest toll, and that interval is not captured by BellSouth's data. In that connection, I note that Stacy states that comparative data from BellSouth on Provisioning Order Reject/Error Notice and Provisioning Firm Order Confirmation is "not available at this time." Stacy Performance Aff't ¶ 43.

25. BellSouth also presents data purporting to show a parity in due dates met. Stacy Performance Aff't ¶¶ 18-24. There are at least two deficiencies in this data. First, the data does not address the issue of how long it takes to get the due date set in the first place, rather than

meeting the due date once it is set. Second, BellSouth's comparative data for provisioning of both residential and business resale applies only to POTS, which omits a very significant segment of the market. Stacy Performance Aff't Exh. WNS-1.

26. The same deficiencies exist with respect to BellSouth's "Unbundled Loops Report." Stacy Performance Aff't ¶ ¶ 23, 24 and Exh. WNS-3. That Report states the percentage of due dates missed for provisioning unbundled loops, but gives no idea on how long it took for the CLEC to get a due date confirmed, or what the interval was between the original CLEC request and the due date. BellSouth "recognizes that insufficient historical data exists to establish process control measures for unbundled network elements it provides only to CLECs." Stacy Performance Aff't ¶ 35. It states that it has "published a set of target intervals for provisioning UNEs." Id. These targets range from 4 to 90 business days, depending on the element ordered and the quantity. Id., Exh. WNS-7. Again, the targets do not address the issue of how long it takes the CLEC to get an order confirmed. Nor is there any showing that these target dates give the CLEC a meaningful opportunity to compete in seeking to offer a full service package to a customer, particularly when BellSouth, if authorized to provide interLATA service, would be in a position to switch the customer to its full service package virtually instantaneously.

I declare under penalty of perjury that the foregoing is true correct.

Executed on October 17, 1997

Gary J. Ball

EXHIBIT A

Letter dated August 12, 1997
from BellSouth
to All Competitive Local Exchange Carriers

BELLSOUTH

BellSouth Telecommunications, Inc.
Room 4428
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

404 927-7150
Fax 404 420-8291
Internet: Ernest.L.Bush
@bridge.bellsouth.com

Ernest L. Bush
Assistant Vice President -
Regulatory Policy & Planning

SN91081223

August 12, 1997

To: All Competitive Local Exchange Carriers

Subject: Enhanced Service Providers (ESPs) Traffic

The purpose of this letter is to call to your attention that our interconnection agreement applies only to local traffic. Although enhanced service providers (ESPs) have been exempted from paying interstate access charges, the traffic to and from ESPs remains jurisdictionally interstate. As a result, BellSouth will neither pay, nor bill, local interconnection charges for traffic terminated to an ESP. Every reasonable effort will be made to insure that ESP traffic does not appear on our bills and such traffic should not appear on your bills to us. We will work with you on a going forward basis to improve the accuracy of our reciprocal billing processes. The ESP category includes a variety of service providers such as information service providers (ISPs) and internet service providers, among others.

On December 24, 1996, the Federal Communications Commission (FCC) released a Notice of Proposed Rule Making (NPRM) on interstate access charge reform and a Notice of Inquiry (NOI) on the treatment of interstate information service providers and the Internet, Docket Nos. 96-262 and 96-263. Among other matters, the NPRM and NOI addressed the information service provider's exemption from paying access charges and the usage of the public switched network by information service providers and internet access providers.

Traffic originated by and terminated to information service providers and internet access providers enjoys a unique status, especially call termination. Information service providers and internet access providers have historically been subject to an access charge exemption by the FCC which permits the use of basic local exchange telecommunications services as a substitute for switched access service. The FCC will address this exemption in the above-captioned proceedings. Until any such reform affecting information service providers and internet access providers is accomplished, traffic originated to and terminated by information service providers and internet access providers is exempt from access charges. This fact, however, does not make this interstate traffic "local", or subject it to reciprocal compensation agreements.

Please contact your Account Manager or Marc Cathey (205-977-3311) should you wish to discuss this issue further. For a name or address change to the distribution of this letter, contact Ethylyn Pugh at 205-977-1124.

Sincerely,

E. L. Bush

EXHIBIT B

Letter dated May 8, 1997
from BellSouth
to Ms. Andrea L. Gavalas at WorldCom

EXHIBIT B.

BELLSOUTH

BellSouth Interconnection Services [illegible]
Suite [illegible]
One Chase Corporate Drive
Hoover, Alabama [illegible]

May 8, 1997

Ms. Andrea L. Gavalas
Sr. Manager, Network Implementation
WorldCom
One Tower Lane, Suite 1600
Oakbrook Terrace, IL 60181

Dear Andrea:

The following information is provided in response to your letter dated May 7, 1997, requesting a formal statement detailing the cause of outages from the Buckhead C.O. on May 6.

On May 6, the Buckhead 1A switch was being converted to a 5E. During that conversion, all Remote Call Fowarded numbers were defaulted to one (1) path, which caused all customers working out of that switch with RCF to experience call blockage. This was a procedural problem that has been corrected whereby during future conversions, an extract will be taken from our CRIS database detailing the number of paths established on each RCF. This information will be fed into the 5E switch allowing for proper call flow.

The number of paths provisioned is a tariffed item, therefore these are typically built into our switches on a per number basis. A limitation in the 1A switch, however, made it necessary to either limit the number of paths allowed or build one simulated facilities group with unlimited paths for all customers. One SFG group had been built in this switch and the effect on the number of paths during conversion was unforeseen. Again, procedures have been put into place preventing a recurrence.

On behalf of BellSouth, I apologize for this interruption in service to your customers. We will continue to make every effort to provide you with the best possible service in the industry and look forward to speaking with you in the near future.

Sincerely,

Brenda Douglas

Brenda Douglas
Systems Designer
WorldCom Account Team

cc: Van Cooper
David Jones

Commenter: WorldCom, Inc.
Applicant: BellSouth
State: Louisiana
Date: November 25, 1997

Attachment 3

Affidavit of David N. Porter
on UNE Combinations
(Copy of Affidavit filed in BellSouth South Carolina proceeding)

City of Washington)
) ss:
District of Columbia)

AFFIDAVIT OF DAVID N. PORTER

1. My name is David N. Porter. I am Vice President - Regulatory Economics/Policy for WorldCom, Inc. I work with senior managers of WorldCom and its subsidiaries to develop its positions on public policy discussions before state, federal and international regulatory and legislative bodies. I oversee WorldCom's filings before the Federal Communications Commission ("FCC") and in state proceedings on economic and technical issues. I also collaborate on ongoing interconnection negotiations under the Telecommunications Act of 1996.

2. I graduated from the University of Illinois in 1968 with a Bachelor of Science degree in General Engineering and from Roosevelt University, Chicago in 1974 with a Masters in Business Administration. I am Registered as a Professional Engineer in Illinois, New Jersey and New York.

3. I began my telecommunications career in 1967 as an engineer for Illinois Bell. After assignments in traffic, outside plant, local and toll central office and toll facility engineering, I assumed duties as a service cost engineer responsible for designing and completing cost studies to support Illinois Bell rate filings and for establishing the price of equipment, land and buildings to be sold to or purchased from customers and other utilities. In 1976, I transferred to AT&T and was responsible for supervising numerous studies being completed by academicians and scientists intended to demonstrate the technical and economic harms of interconnecting competing communications networks and equipment. Later, I

worked on the AT&T team that negotiated and implemented the breakup of the Bell System. For two years following AT&T's divestiture of BellSouth and the other Bell Operating Companies in 1984, I managed the state and federal regulatory activities for AT&T Information Systems including its attempts to gain state approvals to offer shared tenant services. After that assignment, I was responsible for creating certain AT&T responses in the first triennial review of the Modification of Final Judgment. In the late 1980s, I was responsible for developing policy positions related to state regulatory issues and for managing AT&T's intrastate financial results. For several years thereafter, I advocated AT&T's interests at the FCC on matters concerning enhanced services and wireless services including spectrum management issues. My last position with AT&T was Director - Technology and Infrastructure. I was responsible for advocating AT&T's interests with Members of Congress, the FCC and their staffs on technical matters surrounding local exchange competition.

4. There are several instances in which the interconnection between different network elements in the ILEC's network is customarily controlled by electronics or software rather than manually. For example, the connection between a customer's premises via a local loop to the serving central office switch is typically established physically just once. Subsequent terminations and reprovision of service are controlled electronically. When one customer disconnects or discontinues service, the ILEC simply enters a service order through its OSS software directing the switch to process only emergency calls or calls to the LEC's business office. No physical operation is performed either at the customer's premises or in the central office, but disconnection is nevertheless achieved. When the next occupant requests service at that location, the ILEC again utilizes its OSS software to achieve reconnection, rather than performing any physical operation at the customer's premises or in the central office.

5. The reason the ILEC chooses to accomplish disconnection and reconnection electronically in the course of providing its own services to its own customers is that disconnection and reconnection through OSS software is vastly cheaper than physically sending a maintenance person to the site of connection in order to perform a physical connection or reconnection.

6. A similar situation exists with respect to the connection between switches and trunks. While a physical connection obviously exists and was established at one point in time, ILECs control that connection through their system software. For example, in its internal operations an ILEC might decide, in response to shifting traffic patterns, to reroute some traffic coming into a switch through different terminating or tandem trunks. In that situation, the ILEC is essentially disconnecting one route and establishing another. This can all be done electronically through system software.

7. Any competitive carrier that seeks to acquire an ILEC's unbundled switch element must be able to combine loops and trunks with the switch, regardless of who provides the loop and the trunk. While it is technically possible for the CLEC to lease the switch alone, without the trunk and/or loops, that would usually not make economic sense.

8. Should the ILEC disconnect the loop-switch or switch-trunk connection through instructions given via its system software, the only way for the CLEC to re-establish the combination would be through direct access to the same ILEC system software. The CLEC technician must have sufficient training on use of the ILEC's system to input the necessary instructions. The only other alternative would be for each CLEC to construct duplicate network software capable of giving similar instructions in parallel to the same ILEC switch. Different ILECs and manufacturers typically have different software control systems frequently with

multiple versions. It would seem totally impracticable for each interconnecting CLEC to maintain a suite of software sufficient to match every conceivable combination of ILEC central office software.

9. If, in spite of the significant cost penalty, the ILEC were to physically disconnect network elements before making them available, it would be necessary to establish clear protocols to ensure that CLEC technicians have access needed both to physically recombine the elements and to reestablish the software instructions with a minimum of disruption of service. For example, the ILEC would have to establish (1) a procedure for notifying the CLEC when the disconnection will take place, (2) a procedure for affording CLEC technicians concurrent access to combine the elements immediately thereafter to minimize disruption of service, as well as (3) a procedure to ensure that the CLEC technicians are fully informed of the operations they will have to perform and the equipment they will need. If the ILEC were to disconnect the elements electronically, it would have to establish a procedure giving CLEC technicians (1) notice of when this will occur, (2) an opportunity for immediate access to the ILEC system software for purposes of re-establishing the combination, as well as (3) sufficient instruction in the operation of the software to enable them to accomplish that task. Such coordination creates numerous opportunities for the ILEC to cripple the CLEC's provisioning efforts.

10. The procedures that BellSouth has established for physical collocation are inappropriate in several respects for the temporary access to its network that CLEC technicians would need to re-establish network element combinations. For example, BellSouth typically does not allow CLEC technicians into its central office space. Rather, CLECs must arrange for collocation and pay ILEC charges assessed for "Space Construction Fee" and for space rental. In South Carolina, BellSouth charges $4,500 as a construction fee, which is based on construction

of a 100 square-foot enclosure. But the cross-connection of a voice-grade local exchange loop to a switch port should require at most a simple terminal block, which could be mounted in a few inches of space on a relay rack that itself occupies less than 5 square feet. In such a situation, to require a 100 square foot enclosure is grossly excessive and would require more cross-office connections than the ILEC requires when it provisions service.

11. To require physical collocation at the site of every possible central office where WorldCom might want to combine network elements that it orders from an ILEC would require a hundred fold increase in WorldCom's collocation sites. In addition to the unnecessary costs imposed, this proliferation of collocation spaces has other implications. Collocation is now performed typically at those ILEC central office nearest to the CLEC's own facilities, and is done for the purpose of connecting the two networks at points where the CLEC has or expects to have a significant number of customers. It is typically done in only a few ILEC offices when the CLEC first enters the market. At that point, the period of three to four months required to implement a collocation agreement is not necessarily disruptive, because it occurs when the CLEC is also taking other preparatory market entry steps. However, if collocation must take place before the CLEC can order unbundled network elements at central offices not involved in previous orders, then collocation will become a procedure that must occur in connection with obtaining new customers. At that point, a delay of several months would be intolerable. Either the CLEC is effectively prevented from competing for new business in new areas or it must arrange collocation in advance at any central office where it might eventually win a customer. This advance planning may well be appropriate in areas where the CLEC plans to focus its primary marketing efforts, but it is particularly unreasonable when the CLEC needs to serve only a few lines (for example, for remote locations), for customers whose principal place of business

is served either directly by the CLEC or via a collocation arrangement in the CLEC office nearest the customer's principal location.

12. Finally, if every CLEC were required to acquire a minimum of 100 square feet to collocate in every ILEC central office, the ILEC likely would soon run out of space creating yet another barrier to CLEC entry.

I hereby affirm that the foregoing is true and correct to the best of my information and belief.

David N. Porter

David N. Porter

Subscribed and sworn to before me this
13th day of November, 1997.

Sandra L. Echenrode

Notary Public

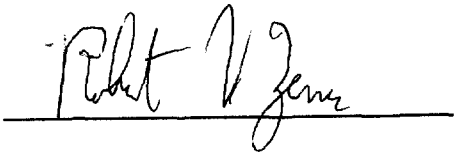
My Commission Expires 12/14/2004.

208688.1

Commenter: WorldCom, Inc.
Applicant: BellSouth
State: Louisiana
Date: November 25, 1997

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing COMMENTS OF WORLDCOM, INC., IN OPPOSITION TO BELLSOUTH APPLICATION FOR INTERLATA AUTHORITY IN LOUISIANA were served to each on the attached mailing list, either by Hand Delivery (as designated with an asterisk (*)), or by First Class Mail, postage prepaid, this 25th day of November 1997.



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